

APPENDIX B

(Excerpted From DoD Instruction 4525.7, reference (h))

SUPPLEMENTAL POSTAL AGREEMENT: ADMINISTRATIVE DETAILS

I. TRANSPORTATION

A. The Department of Defense agrees to arrange for military mail transportation from overseas postal facilities to commercial or military terminals in the United States and between military postal activities within overseas areas .

B. The Postal Service agrees to:

1. Arrange for military mail transportation to overseas postal facilities from commercial terminals in the United States and make transportation arrangements when the postal services of another country are required. However, this does not preclude Military Departments from making direct arrangements for the transportation of military mail to or between designated overseas points on a short term basis when operational requirements dictate.

2. Provide inbound and outbound mail transportation between the postal concentration centers and military or commercial air or surface carriers.

3. Transport mail between civilian post offices on military installations and the receiving or dispatching Postal Service facility.

II. PERSONNEL

The Department of Defense agrees to:

1. Appoint mail clerks and issue them uniform identification cards.

2. Assign only qualified personnel to duties in military post offices, mailrooms , mail control activities, and other postal facilities. No persons convicted of a crime involving theft or moral turpitude or disciplined for any action reflecting unfavorably upon their integrity shall be assigned to postal duties. Those having a history of psychiatric disorder, alcoholism, or drug abuse may be so assigned if medical evidence of current good health, sufficient to meet published Postal Service standards, is available. This does not preclude the Department of Defense from establishing requirements that are more stringent than the published Postal Service standards.

III . EQUIPMENT

A. The Postal Service agrees to:

1. Provide equipment and furniture necessary for the operation of civilian post offices located on military installations.

2. Furnish equipment and supplies for use in military post offices. Equipment shall be new or serviceable and shall be issued in accordance with mutually determined issuance standards. Supplies and accountable equipment shall be furnished without charge. **Nonaccountable** equipment shall be furnished on a reimbursable basis beginning in FY 1982.

3. Repair equipment for which it has a unique capability.

B. The Department of Defense agrees to transport such equipment between the continental United States and the overseas destination.

IV. DELIVERY

A. The Department of Defense agrees to:

1. Decline to accept Collect on Delivery mail for delivery at military post offices.

2. Not provide special delivery service.

3. Deliver mail to **personnel** in a temporary duty status, in training, and where delivery requirements exceed Postal Service standards.

4. Deliver accountable mail, delivery of which is restricted by the sender, through mail clerks, only upon the written authorization of the addressee when it is impracticable for the addressee to accept delivery in person at the civilian post office.

B. The Postal Service agrees to:

1. Neither accept nor forward to military post offices any Collect on Delivery mail.

2. Provide delivery service on military installations in the United States commensurate with the delivery service that would be provided for civilian communities of comparable characteristics. Postal Service criteria shall be used in considering extensions of delivery service. Mail to principal administrative buildings or commands shall be delivered in bulk. The Postal Service agrees to also provide the mail in bulk to personnel and basic units in a transient or temporary duty status of 180 days or less. Where criteria will not allow free delivery service to be established or extended, the **Postal** Service agrees to provide the mail for individuals in bulk to basic units. However, in locations with adjacent civilian communities having delivery service, the Postal Service agrees to submit proposals to the Department of Defense to furnish service to groups of receptacles consistent with mutually agreed criteria and funding.

3. Deliver accountable mail addressed to military personnel, at military installations served by civilian post offices, to the addressees or mail clerks upon proper receipt.

V. CLAIMS

A. The Department of Defense agrees to:

1. Assume financial liability, under military claims procedures, for loss, damage, theft, wrong delivery, or rifling of accountable mail after receipt from or prior to delivery to a civilian or military post office by a mail clerk employed by the Department of Defense.

2. Reimburse the Postal Service for claims submitted by the Postal Service for the value of postal effects embezzled or lost through negligence, errors or defalcations while in the possession of military post office personnel. Reimburse the Postal Service for claims paid by the Postal Service for losses of accountable mail through negligence, errors, or defalcations while in the possession of military post office personnel.

a. To be reimbursable, claims must be submitted within one year from the discovery of the loss by the Postal Service.

b. In all just and expedient cases, the military departments may request the Postal Service to take action under 39 U.S.C. 2601(a)(3) to adjust, pay or credit the account of a Military Post Office, Postal Finance Officer, Military Postal Clerk, Financial Postal Clerk, Custodian of Postal Effects, or persons acting in those capacities for any loss of Postal Service funds, papers, postage, or other stamped stock or accountable paper, under the same standards as such credit is granted to Postal Service employees.

B. The Postal Service agrees to relieve custodians of postal effects of responsibility for the amount of the invoice of any shipment of stamps or stamped paper lost in transit as a result of causality.

VI. LOGISTICAL AND ADMINISTRATIVE SUPPORT

A. The Department of Defense agrees to:

1. Furnish adequate facilities for civilian post offices located at military installations solely in support of the installation's mission. Utilities and local telephone service shall be furnished on a reimbursable basis beginning in FY 1982.

2. Offer billeting and meals to civilian post office employees who work at military installations on the same basis as those offered to Department of Defense civilian employees.

3. Issue invitational travel orders for Postal Service representatives who, at the request of the Department of Defense, are assigned to perform inspections, investigations, or audits of overseas military postal operations.

B. The Postal Service agrees to:

1. Reserve the right to discontinue civilian post offices on military installations where existing conditions endanger the health, safety or welfare of its employees.

2. Furnish office space for related military mail terminals, fleet post offices, or liaison units at postal concentration centers.

VII. AUDITS AND INSPECTIONS

A. The Department of Defense agrees to:

1. Assist Postal Service representatives in surveying, inspecting, and auditing military postal operations.

2. Conduct surveys, inspections, investigations, and audits of Department of Defense postal facilities and operations as needed to verify that accountable postal effects are on hand and properly protected, that all revenue due the Postal Service is being collected and properly accounted for, and that the service rendered is efficient and in accordance with Postal Service and Department of Defense regulations.

B. The Postal Service agrees to assign Postal Inspectors or other--representatives of the Postal Services, as practicable, to conduct surveys, inspections, investigations, and audits of military postal operations to assure that efficient postal service is maintained.

VIII. MAIL SORTATION

A. Except in time of war or other emergency as determined by the Secretary of Defense, the Postal Service agrees to:

1. Sort mail for overseas forces in fixed base units to the five digit Army Post Office/Fleet Post Office ZIP Code separation. Mail for ships and other mobile units shall be sorted to the mobile unit by ZIP Code or name when warranted. Mail for maneuver forces, air groups, submarine groups, units in transit or temporary duty status for 180 days or less, and other similar units shall be separated in accordance with the needs of the Department of Defense. The Department of Defense agrees to develop mail routings for all of the above mail and provide the routing instructions to the postal concentration centers of the Postal Service.

2. Sort mail for the forces at installations in the United States where delivery receptacles are not provided to basic military units or numbered boxes in groups of approximately 200, so far as practicable and mutually agreeable to the Postmaster and military authorities concerned.

B. In time of war or other emergency as determined by the Secretary of Defense, the Postal Service agrees to:

1. Allow the Department of Defense to control ZIP Code assignment to all military units.

2. Specify jointly with the Department of Defense the sorting of mail for overseas forces and forces at installations in the United States.

C. Postal Service criteria shall be used to assign ZIP Codes to military installations in the United States.

D. The Department of Defense and the Postal Service agree to cooperate in the assignment and use of overseas ZIP Codes.

1. Normally each military installation shall have one five digit ZIP Code, although special circumstances may be considered in assigning additional ZIP Codes. Additional ZIP Codes shall only be assigned if all resulting separations receive at least 1,000 pieces of mail per day. The implementing procedures for nine digit ZIP Codes shall be jointly developed.

2. The Department of Defense agrees to make every reasonable effort to see that its components have the correct ZIP Code in their address and return address. The Postal Service agrees to make every reasonable effort to see the correct ZIP Code is in the address and return address of mail for military units and personnel originated by other government agencies and the civilian sector. Since the ZIP Code furnishes the Postal Service with its sole method--of forwarding Army Post Office and Fleet Post Office mail, the Postal Service agrees to return to sender at the post office of origin all mail for Army Post Office or Fleet Post Office addresses that does not have an authorized Army Post Office/Fleet Post Office ZIP Code.

IX. MAIL FORWARDING

A. Where the Department of Defense delivers the mail it agrees to provide directory service for undeliverable-as-addressed military mail and endorse each piece to show a forwarding address or reason for nondelivery.

B. Where the Postal Service delivers the mail it agrees to maintain change of address forms and endorse forwardable mail that is undeliverable as addressed.

X. SAM/PAL LAW

A. This paragraph provides for the joint development of regulations as required by 39 U.S.C. 3401 (f)(1976) by the Postal Service and the Department of Defense concerning administration of the SAM/PAL Law. Each party agrees to designate one or more organizational counterparts to serve on a committee to discuss conditions and regulations under which the SAM/PAL law will be jointly administered.

1. For the Postal Service, the designee are:
The Assistant Postmasters General, Mail Processing
Department, and Rates and Classification
Department, or their designee; and, the
Chief Postal, Inspector or his designee.
2. For the Department of Defense, the designee is:
The Deputy Assistant Secretary of Defense
(Supply, Maintenance and Transportation) or his designee.

B. Neither party shall take any unilateral action with respect to implementing policies, conditions, or regulations promulgated exclusively under the SAM/PAL law without prior consultation with the other party. Committee meetings may be held upon written request of either party. Following such consultation, a joint committee report may be prepared for transmission to the respective managements.

C. Nothing herein is intended to provide for the joint administration of any activity whose administration is not provided for by 39 U.S.C. 3401 (f) (1976).

D. This section supersedes the supplementary agreement dated September 30, 1976 concerning "Joint Administration of Title 39, United States Code, Section 3401 (the SAM/PAL Law) by the United States Postal Service and the Department of Defense."

XI. REVIEW AND AMENDMENT

This Agreement may be amended at any time by mutual agreement. It shall be reviewed every five years by the Department of Defense and the Postal Service.

XII. EFFECTIVE DATE

This Agreement is effective when signed by both parties.

FOR THE DEPARTMENT OF DEFENSE:

FOR THE UNITED STATES POSTAL SERVICE:

RICHARD DANZIG

C. NEIL BENSON

Dated: February 22, 1980